

REMARKS

Reconsideration and allowance of the present patent application based on the foregoing amendments and following remarks are respectfully requested.

By this Amendment, claims 1-2, 5, 9, 12-15 and 17-19 are amended and claims 26-32 are newly added. Support for new claims 26-32 may be found throughout the original description. No new matter has been added. Accordingly, after entry of this Amendment, claims 1-32 will be pending in the patent application.

Claims 2, 5 and 12 were rejected under 35 U.S.C. §112, second paragraph. The rejection is respectfully traversed.

In connection with the rejection, the Office Action indicated that the limitations “the access point name”, “the charging characteristics” and “the authentication” in claims 2, 5 and 12, respectively, do not have antecedent basis. In response, claims 2, 5 and 12 are amended to obviate this rejection.

Accordingly, reconsideration and withdrawal of the rejection of claims 2, 5 and 12 under 35 U.S.C. §112, second paragraph, are respectfully requested.

Claims 1, 2, 4-8, 10-16 and 18-25 were rejected under 35 U.S.C. §102(e) based on Hartmaier *et al.* (U.S. Pat. No. 6,393,269) (hereinafter “Hartmaier”). Claim 3 was rejected under 35 U.S.C. §103(a) based on Hartmaier in view of Sjodin *et al.* (U.S. Pat. No. 6,097,948) (hereinafter “Sjodin”). Claim 9 was rejected under 35 U.S.C. §103(a) based on Hartmaier in view of Joyce *et al.* (U.S. Pat. No. 6,320,947) (hereinafter “Joyce”). Claim 17 was rejected under 35 U.S.C. §103(a) based on Hartmaier in view of Barnes *et al.* (U.S. Pat. No. 6,711,147) (hereinafter “Barnes”). Applicant respectfully traverses these rejections because Hartmaier, Sjodin, Joyce and Barnes, taken alone or in combination, fail to disclose, teach or suggest all the features recited in the rejected claims.

For example, Hartmaier, Sjodin, Joyce and Barnes, taken alone or in combination, fail to disclose, teach or suggest a method comprising “determining services accessible via a subscription having an account and at least a first limit in a communication system; defining at least a first set of services and a second set of services to be used with the subscription, each set of services defining services accessible via the subscription; comparing the balance of the account with the first limit; using the first set of services when the balance of the account does not reach the first limit; and using the second set of services when the balance reaches the first limit”, as recited in claim 1 and its dependent claims.

Furthermore, Hartmaier, Sjodin, Joyce and Barnes, taken alone or in combination, fail to disclose, teach or suggest a communication system providing a subscription with an account and at least a first limit, the communication system comprising “a first node monitoring the balance of the account, wherein: the communication system comprises memory for storing definitions of at least a first set of services and a second set of services to be used with the subscription, each set of services defining services accessible via the subscription; and the communication system is arranged to compare the balance with the first limit and to allow access to the first set of services when the balance has not reached the first limit, and to allow access to the second set of services when the balance has reached the first limit”, as recited in claim 13 and its dependent claims.

In addition, Hartmaier, Sjodin, Joyce and Barnes, taken alone or in combination, fail to disclose, teach or suggest “a network node in a communication system providing a subscription with an account and at least a first limit, the network node being arranged to monitor the balance of the account, wherein: the network node is arranged to compare the balance with the first limit and to allow access to a first set of services when the balance does not reach the first limit, and to allow access to a second set of services when the balance reaches or has reached the first limit, both sets of services defining services accessible via the subscription”, as recited in claim 18.

Likewise, Hartmaier, Sjodin, Joyce and Barnes, taken alone or in combination, fail to disclose, teach or suggest “a network node in a communication system providing a subscription with an account and at least a first limit, the network node being arranged to monitor the balance of the account, wherein: the network node is arranged to communicate with a second network node; to compare the balance with the first limit; and to indicate to the second network node which set of services from among at least two different sets of services defined for the subscription is the allowed set of services on the basis of said comparison, each set of said at least two different sets of services defining services accessible via the subscription”, as recited in claim 19 and its dependent claim.

Moreover, Hartmaier, Sjodin, Joyce and Barnes, taken alone or in combination, fail to disclose, teach or suggest “a network node in a communication system providing a subscription, wherein the network node is arranged to receive from the communication system an indication indicating the use of a certain set of services from among at least two different sets of services defined for the subscription, each set of said at least two different sets of services defining services accessible via the subscription; and in response to receiving

the indication to provide access only to services included in the indicated certain set of services”, as recited in claim 21 and its dependent claims.

Also, Hartmaier, Sjodin, Joyce and Barnes, taken alone or in combination, fail to disclose, teach or suggest a method of determining services accessible via a subscription having an account and at least a predetermined first limit in a communication system, the method comprising “maintaining definitions of at least a first set of services and a second set of services to be used with the subscription, each set of services defining services accessible via the subscription, the second set of services being a subset of the first set of services and comprising services which are not charged from the subscriber; comparing, during connection activation, the balance of the account with the first limit; deciding, during connection activation and on the basis of the comparison, which set of services, among said at least the first set of services and the second set of services, can be used; using the first set of services when the balance of the account does not reach the first limit; and using the second set of services when the balance reaches the first limit”, as recited in claim 25.

Hartmaier discloses a pre-paid subscriber account system for use with wireless telephone systems. (See, e.g., col. 2, lines 8-26 of Hartmaier). The system of Hartmaier enables metering or billing the call remotely from the actual switching of the call. (See, e.g., Abstract of Hartmaier). Monitoring may be made during calls. Hartmaier also discloses disconnecting a call when an account is depleted. (See, e.g., col. 2, lines 8-26 of Hartmaier). However, Hartmaier does not disclose, teach or suggest providing services after the account is depleted.

The Office Action referred to col. 8, lines 18-67, col. 9, line 25 and col. 10, lines 5-39 of Hartmaier as allegedly disclosing, teaching or suggesting defining at least a first set of services and a second set of services to be used with the subscription. Respectfully, those cited portions of Hartmaier are silent as to a first set of services and a second set of services. In particular, telephony services and replenishment of the account and calls with special rates do not correspond, respectively, to a first and a second set of services, as recited in the claims. While Hartmaier discusses the use of telephony services with the pre-paid subscription, Hartmaier is silent as to any subscription-specific grouping operations related to the services, as recited in the claims.

Furthermore, the Office Action is clearly in error in interpreting the replenishment of the account of Hartmaier as a service accessible via the subscription. Col. 2, lines 27-31 of Hartmaier specifically defines that replenishment of the account is accomplished through use of manual payment means (e.g., standard cash, check, or money order payments, though pre-

authorized credit card payments, or through purchase of debit cards from authorized distributors), not via subscription. Col. 10, lines 45-49 of Hartmaier does discuss invocation of reactivation fees, but specifically describes it as an operation of the customer service personnel. Thus, for at least this reason, Hartmaier cannot anticipate claims 1-25.

Furthermore, Hartmaier is silent as to “using the first set of services when the balance of the account does not reach the first limit; and using the second set of services when the balance reaches the first limit”. The Office Action referred to col. 2, lines 17-32 and col. 8, lines 18-34 of Hartmaier as allegedly disclosing, teaching or suggesting these features. Applicant respectfully disagrees. The cited portions of Hartmaier merely disclose monitoring the account balance, and comparing the balance with a warning threshold and the point of exhaustion of the account balance. However, as discussed previously, Hartmaier is silent as to using a second group of services when the system detects either of these thresholds.

Furthermore, even assuming a group of services was defined in Hartmaier after reaching the threshold, which Applicant does not concede for the reasons set forth above, none of the services of Hartmaier identified by the Office Action (i.e., replenishing the account and calls with special rates) would be applicable as such. As discussed previously, replenishment of the account is not a service accessible via the subscription. As for special rate calls, Hartmaier discloses rating engines contained in the call monitoring module, but does not, in any way, disclose, teach or even suggest that such rating engines would be applied for calls with special rates after a special threshold of the account balance has been reached. Clearly, Hartmaier does not disclose, teach or suggest any services that could be applied via subscription in connection with monitoring the threshold. Thus, for at least this reason, Hartmaier cannot anticipate claims 1-25.

Sjodin, Barnes and Joyce fail to remedy the deficiencies of Hartmaier. Sjodin merely discloses a signaling firewall for communications between wireless networks, but is silent as to the features discussed above. Barnes merely discloses a network, system and method for merging a packet service such as GPRS with a mobile IP. Joyce merely relates to a method of providing pre-authorized communication services and/or transactions via a plurality of networks, including accepting and processing a request from a user to provide at least one of a communication service. Thus, any proper combination of Hartmaier, Sjodin, Joyce and Barnes cannot result, in any way, in the inventions of claims 1-25.

Accordingly, reconsideration and withdrawal of these rejections are respectfully requested.

Claims 26-32 are newly added to define additional subject matter that is novel and non-obvious over the art or record. It is respectfully submitted that claims 26-32 are in condition for allowance.

In view of the foregoing, the claims are now believed to be in form for allowance, and such action is hereby solicited. If any point remains in issue which the Examiner feels may be best resolved through a personal or telephone interview, please contact the undersigned at the telephone number listed below.

The rejections having been addressed, it is respectfully submitted that the present application is in condition for allowance and a Notice to that effect is earnestly solicited

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Respectfully submitted,

  
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